



BrightonSM

City Council Study Session

Tuesday, March 11, 2014

Amended—6:00 p.m.

City Hall 6th Floor Study Session Room

**Dinner Provided :
Fried Chicken**

**Approx.
Time**

ITEMS

Representative

Mayor

Richard N. McLean

Mayor Pro-Tem

Kirby Wallin

Council Members

Ward I

Joan Kniss

Ward II

Rex Bell

Cynthia A. Martinez

Ward III

Lynn Baca

Ken Kreutzer

Ward IV

J.W. Edwards

Mark Humbert

Pledge of Allegiance to the American Flag

6:00

POLICY ITEMS

STUDY SESSION ITEMS

6:15

Legacy Foundation Presentation

Legacy Foundation
Representatives

6:45

Commerce City/Brighton Police Department Cooperation
Agreement

Clint Blackhurst
Chief Smith

7:00

ADCOM IGA Antenna Location

Clint Blackhurst

7:15

IGA with Adams County for Tower Road

Joe Smith

7:30

Council Discussion on "For the Love of Cities" Book

8:00

Council 2014 Policy Statement & 2014 Council Goals

8:45

ADMINISTRATIVE ITEMS

Public Information Office Update

EXECUTIVE SESSION

**For a conference with the City Attorney for the purpose
of receiving legal advice on specific legal questions under
C.R.S. Section 24-6-402(4)(b)
Water**

500 South 4th Avenue
Brighton, CO 80601
303-655-2056
nhoel@brightonco.gov

*The City of Brighton's purpose is to provide essential services and progressive leadership to
enhance the quality of life for the community.*



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Brighton, CO 80601
303-655-2056
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*The City of Brighton's purpose is to provide essential services and progressive leadership to
enhance the quality of life for the community.*

22 South 4th Ave.,

Brighton, CO 80601



The purpose of the Brighton Legacy Foundation is to improve the quality of life in the Brighton community by serving as the leading source directing charitable support to meet our current and future needs. We currently have an active 11 member board that meets on the first Wednesday of every month from 11:00-12:30 at Historic City Hall.

During 2014 we will provide the following funding:

Colorado Information Services (resources for those who are visually impaired)- \$750.00

Almost Home- \$10,500.00

Alternatives for Family Violence- \$4,000.00

Brighton SDA Food Bank- \$7,000.00

Brighton Shares the Harvest- \$750.00

Brighton Youth Commission SPEAK program- \$4,000.00

Brothers Redevelopment Help for Homes- \$12,000.00

Calvary Chapel Food Bank- \$2,500.00

CASA- \$2,400.00

Harmony Angels Foundation- \$500.00

His Hands Ministries Food Bank- \$3,500.00

Meals on Wheels- \$6,000.00

Pennock Counseling Center- \$7,000.00

Rocky Mountain Bird Observatory- \$1,000.00

Salud Family Health Center- \$300.00

The Senior Hub- \$1,000.00

St. Augustine Food Pantry- \$12,000.00

Brighton Bandits Baseball- \$750.00

Scholarships:

This year we will provide \$3,000 in scholarship money to graduating seniors, and for the first time we will provide a \$1,000 continuing education scholarship for someone who is currently in college.

Sources of Income:

City of Brighton

Various fundraisers: This year we have planned the following fundraisers:

Metro Area Disc Golf Tournament- This daylong event will be held at Benedict Park on May 31, 2014 and will attract golfers from around the metro area. We are expecting over 70 golfers. This event will also tie into the Brighton Blues Festival which is being held over this weekend. Our tournament will have a blues festival theme.

Second Annual Kickin' It for the Community Kickball Tournament- This family friendly event will be held June 21 beginning at 2:00 at the fields up by the Justice Center. We will have two "leagues": one for family teams that can include children between the ages of 5-18 playing with their families and another league which will be very competitive and for those over 18. We will have DJ Tidal Ware providing music and various fun activities. Last year this was a very fun event, and we are looking for even more competitors this year.

Historic Downtown Walking Tour- Working with the Downtown Partnership group, we will sponsor an evening of food and Brighton History. This event will happen in September (date to be determined soon). The evening will begin with a buffet at Pinocchios followed by narrated tours of buildings in Historic Downtown.

Look for us at the Help for Homes event and CultureFest.

Thank you for your continued support of the Brighton Legacy Foundation!

Police Department

Reference: ADCOM IGA Antenna Location City Hall

To: Mayor Dick McLean and Members of City Council
Through: Manuel Esquibel, City Manager

X Attorney Reviewed: 2-26-14 ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Clint R Blackhurst, Chief of Police
Date Prepared: 3-3-14

BACKGROUND

ADCOM911 is a Colorado non-profit public corporation that provides communications and dispatching services to public safety entities located within and outside of Adams County, Colorado.

The City of Brighton Police Department is a contracting member of ADCOM911 and receives its communications and dispatching services from ADCOM911.

May 12, 2010, the Federal Communications Commission granted ADCOM911 conditional approval of a waiver to utilize the 700 MHz public safety broadband spectrum currently licensed to the Public Safety Spectrum Trust Corporation

ADCOM911 subsequently applied for a Broadband Technology Opportunities Program grant through the Department of Commerce, National Telecommunications and Information Administration, to construct and operate a Long Term Evolution (LTE) wireless broadband network for use by public safety entities within and outside of Adams County.

On September 27, 2010, ADCOM911 received notification of the Grant Award and as part of the larger LTE wireless broadband network; ADCOM911 wishes to equip existing sites at strategic Agency locations and elsewhere within and outside of Adams County with the equipment, electronics, and other materials necessary to enable transmission of an LTE signal.

PURPOSE

Currently ADCOM911 contracts with Verizon to provide a communication link between Brighton Police Patrol cars/Brighton Fire District apparatus to the I-LEADS Records Management System/Computer Aided Dispatch System housed at ADCOM.

With the installation of the grant funded LTE, ADCOM can provide the communication link without the services of Verizon and the costs involved.

ADCOM911 is requesting to enter into an Intergovernmental Agreement with the City of Brighton to allow the use of the roof of City Hall to install equipment, electronics, and other materials necessary to enable transmission of an LTE signal, and to provide for the development, operation, maintenance, and use of such site(s) and the larger LTE wireless broadband network.

FINANCIAL IMPACT

No direct financial cost involved for the City of Brighton. In the event of a failure of the equipment on a night, weekend or holiday, ADCOM may request access to city hall. This may necessitate an on-call City of Brighton employee respond and provide access and maintain presence while repairs are being performed, incurring an overtime wage expense.

OPTIONS FOR COUNCIL CONSIDERATION

- 1) Approve the Intergovernmental Agreement.
- 2) Send the agreement back for modification.
- 3) Decline to enter into the agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ADAMS COUNTY COMMUNICATION CENTER, INC.
AND THE CITY OF BRIGHTON
FOR THE DEVELOPMENT, OPERATION, MAINTENANCE, AND USE
OF AN LTE WIRELESS NETWORK AND ASSOCIATED SITES**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this day of , 2014, by and between the Adams County Communication Center, Inc., a Colorado non-profit public corporation ("**ADCOM911**"), and the City of Brighton, State of Colorado ("**Agency**"). ADCOM911 and Agency may be referred to collectively as the "**Parties**," or individually as a "**Party**".

RECITALS

WHEREAS, ADCOM911 is a Colorado nonprofit public corporation that provides communications and dispatching services to public safety entities located within and outside of Adams County, Colorado;

WHEREAS, Agency is a Colorado home rule municipal corporation that provides public safety services to its citizens, including but not limited to, law enforcement and emergency services. Agency's Police Department is a contracting member of ADCOM911 and receives its communications and dispatching services from ADCOM911;

WHEREAS, on September 27, 2010, ADCOM911 was awarded a Broadband Technology Opportunities Program grant ("**Grant**") through the Department of Commerce, National Telecommunications and Information Administration, to construct and operate a Long Term Evolution wireless broadband network for use by public safety entities within and outside of Adams County ("**LTE Network**");

WHEREAS, the federal Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96) subsequently established the goal of a nationwide public safety network under the First Responder Network Authority ("**FirstNet**"), which was granted the single, nationwide license by the Federal Communications Commission ("**FCC**") to operate on the 700 MHz public safety broadband spectrum under Call Sign WQQE234;

WHEREAS, ADCOM911 and FirstNet have entered into a Spectrum Manager Lease Agreement effective January 22, 2014 ("**SMLA**"), pursuant to which FirstNet leases to ADCOM911 spectrum usage rights to operate on the 700 MHz public safety broadband spectrum in furtherance of ADCOM911's construction and operation of the LTE Network;

WHEREAS, as part of the LTE Network, the Parties wish to equip an existing site at a strategic Agency location with the equipment, electronics, and other materials necessary to enable transmission of an LTE signal; and

WHEREAS, the Parties desire to enter into this Agreement to identify the existing Agency site to be equipped with the equipment, electronics, and other materials necessary to enable transmission of an LTE signal, and to provide for the development, operation, maintenance, and use of such site and the larger LTE Network.

NOW, THEREFORE for the mutual covenants and promises set forth herein, the Parties agree as follows.

AGREEMENT

A. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply:

"Grant Terms" means all requirements imposed on ADCOM for compliance with the Grant award, including the Communications Act of 1934; the Uniform Administrative Guidelines; the American Reinvestment and Recovery Act Award Terms; the Special Award Conditions; the SMLA; and any other law, rule, regulation, standard, or condition that governs the Grant or ADCOM's performance of the Grant award.

"LTE Equipment" means all the hardware, electronics, and other equipment and materials necessary to enable transmission of an LTE signal from an existing radio broadcast tower or antenna site.

"LTE Site" means the following Agency site that is, or will be, equipped with LTE Equipment:

The City of Brighton Administrative Building, located at 500 South 4th Avenue, Brighton, Colorado 80601, including all associated electronics, equipment, and/or facilities necessary to make the LTE Network operable.

"Useful Life", as it relates to the LTE Network, means 10 years after installation of the LTE Equipment at the LTE Site.

B. AGENCY'S RESPONSIBILITIES

1. LTE Site. Agency shall allow ADCOM911 to install LTE Equipment at the LTE Site and to use such LTE Site as part of the larger LTE Network.

2. Non-Exclusive Use of LTE Site. The Parties agree that ADCOM911's use of the LTE Site is non-exclusive, and Agency reserves the right to enter into agreements with third parties for use of the LTE Site; provided, that Agency shall not enter into any such agreement if it would require the modification, removal, or relocation of any LTE Equipment without ADCOM911's prior written consent, or if operations or activities

under any such agreement would interfere in any manner with the LTE Equipment or the LTE Network.

3. Access to LTE Site.

a. Agency shall allow ADCOM911, and/or its designated contractors, to access the LTE Site as necessary to install the LTE Equipment, and to provide ongoing maintenance, repair, replacement, and/or upgrades of the LTE Equipment. ADCOM911 shall provide reasonable advance notice of its need to access an LTE Site for routine, non-emergency purposes. Agency shall designate a representative to accompany ADCOM during such routine, non-emergency access of the LTE Site, which representative shall coordinate directly with ADCOM to determine a mutually agreed-upon date and time for such access.

b. ADCOM911 shall have immediate access to the LTE Site in an emergency situation. For purposes of this paragraph "**emergency situation**" is defined as a situation in which, in ADCOM911's discretion, there is imminent danger of an LTE Site being damaged or not transmitting or receiving a signal. ADCOM911 will provide notice of its access of an LTE Site in an emergency situation as soon as reasonably practicable under the circumstances surrounding the emergency.

4. Connection to Electrical System. Agency shall allow ADCOM911 to connect to Agency's electrical and backup power generator systems for the purpose of powering the LTE Equipment. All costs associated with ADCOM911's initial connection to Agency's electrical and backup power generator systems shall be paid by ADCOM911.

5. Ownership and Maintenance of LTE Sites. Agency is sole owner of the land and structures at the LTE Site. Agency shall be solely responsible, at its own cost, for providing ongoing maintenance of the land, structures, and any fixtures owned by it at the LTE Site, and for repairing any damage to the LTE Site, regardless of the cause or severity, which compromises or may reasonably be expected to compromise the adequate performance or coverage of the LTE Site and/or LTE Network. Agency shall, in its sole discretion, determine whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest; provided, that during the useful life of the LTE Network, Agency shall make any and all maintenance and/or repairs that are necessary to ensure the proper and efficient administration, operation, and maintenance of the LTE Site as part of the LTE Network. Agency is not required to, and shall not, maintain or repair the LTE Equipment installed at the LTE Site; rather, such LTE Equipment shall be maintained by ADCOM911 at its sole cost as provided by paragraph C(2) below.

C. **ADCOM911'S RESPONSIBILITIES**

1. LTE Equipment and Installation. ADCOM911 shall acquire and install all LTE Equipment necessary to enable the LTE Site to transmit an LTE signal. All costs associated with acquiring and installing the LTE Equipment shall be paid by ADCOM911. Agency shall have no obligation to pay for any costs of acquiring or installing the LTE Equipment.

2. Ownership and Maintenance of LTE Equipment.

a. ADCOM911 shall be sole owner of the LTE Equipment and shall be solely responsible for providing ongoing maintenance of the LTE Equipment and for repairing any damage to the LTE Equipment. ADCOM911 shall, in its sole discretion, determine whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest; provided, that during the useful life of the LTE Network, ADCOM911 shall make any and all maintenance and/or repairs that are necessary to ensure the proper and efficient administration, operation, and maintenance of the LTE Equipment as part of the LTE Network.

b. Agency shall have no obligation to pay for any costs of maintenance or repair of the LTE Equipment. For the three (3) year period during which the LTE Equipment remains under warranty ("**Warranty Period**"), ADCOM911 shall pay all costs associated with maintenance and repair of the LTE Equipment. After expiration of the Warranty Period, ADCOM911 may make such arrangements with the E-911 Emergency Telephone Service Authority or such other entities as ADCOM911 deems necessary and appropriate, in its sole discretion, to provide for the payment of all or any portion of the costs of maintenance or repair of the LTE Equipment. ADCOM911 shall pay all costs of maintenance or repair that are not provided for pursuant to such arrangements.

3. Other LTE Sites. In addition to the LTE Site identified in this Agreement, ADCOM911 shall locate approximately 17 to 20 additional LTE sites within and outside of Adams County as parts of the larger LTE Network. ADCOM911 shall enter into such agreements with third parties as, in ADCOM911's sole discretion, may be necessary to facilitate the development, operation, maintenance, and use of the additional LTE sites and larger LTE Network. Agency shall have no obligation with respect to the additional LTE sites. This paragraph is not intended to, and shall not, be construed as requiring ADCOM911 to develop, operate, maintain, and/or use any particular additional LTE site or number of sites.

4. Non-Exclusive Use of LTE Network. Upon deployment of the LTE Network, ADCOM911 shall allow Agency to use the LTE Network for public safety purposes at no charge. For purposes of this paragraph, "**public safety purpose**" means having the sole or principal purpose to protect the safety of life, health, or property. The Parties agree that Agency's use of the LTE Network is non-exclusive,

and ADCOM911 has the right to enter into agreements with third party public safety entities for use of the LTE Network, so long as operations or activities under any such agreements do not compromise the adequate coverage or performance of the LTE Network as to Agency. Agency is not authorized, and shall not, grant rights to use the LTE Network to any third party; provided, that public safety entities affiliated with Agency (for example, a HazMat service provider) will be permitted to use the LTE Network upon request to, and approval by, ADCOM911. ADCOM911 shall determine, in its sole discretion, whether an affiliated public safety entity may be permitted to use the LTE Network consistent with ADCOM911's obligations under the Grant Terms. The Parties shall enter into such additional agreements, contracts, and/or other documents as they may mutually deem necessary or appropriate from time to time to memorialize and/or accomplish Agency's use of the LTE Network pursuant to this paragraph.

D. JOINT OBLIGATIONS

1. Record Retention. The Parties shall retain all records related to the operation and use of the LTE Network for three years following the later of the LTE Network's Useful Life or as otherwise required by the Grant Terms. ADCOM911 shall notify Agency if a retention period longer than three years is required pursuant to this paragraph.

2. Federal Compliance. ADCOM911 shall comply with the requirements and conditions established by the Grant Terms. If requested, Agency shall cooperate with and assist ADCOM911 as required by ADCOM911 to comply with the Grant Terms.

3. Frequency Interference. Pursuant to ADCOM911's requirements under the SMLA, in the event that ADCOM911 and Agency experience a conflict related to radio frequency interference with Call Sign WQQE234, and are not able to resolve the conflict within 30 days or such shorter or longer period as mutually agreed upon by the Parties, ADCOM911 shall refer the conflict to FirstNet, which shall have final authority in the resolution of such conflict.

4. Site Inspections and Tests. Upon request, Agency shall permit FirstNet or its designated representatives reasonable access to inspect the LTE Site and/or LTE Equipment in order to help inform FirstNet on the planning, deployment, and operation of the nationwide public safety network. Such access to the LTE Site shall comply with Agency's security measures required for any person to access Agency's facilities. Agency understands that the LTE Equipment may, from time to time, be used by ADCOM911 in a test or demonstration to FirstNet or its designated representatives of the LTE Network's functionality, coverage, network speeds, interoperability, and related matters.

E. GENERAL PROVISIONS

1. Effective Date. This Agreement is effective as of the date the last Party signs this Agreement.

2. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their council members/directors, officers, and employees/volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

3. Term and Termination.

a. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue until the end of the Useful Life of the LTE Network. Upon termination for any reason, Agency's non-exclusive right to use the LTE Network also shall terminate, and Agency shall allow ADCOM911 to access the LTE Site for the purpose of removing the LTE Equipment.

b. This Agreement may be terminated by either Party at any time by written notice of such termination to the other Party. Termination pursuant to this paragraph shall become effective 90 days after such notice is deemed effective pursuant to paragraph 6 below.

c. Notwithstanding paragraph (b) above, if Agency is the terminating Party, ADCOM911, without being under any obligation to do so, may elect to continue operating the LTE Site for the benefit of the larger LTE Network and the other public safety entities, including itself, utilizing the LTE Network, until ADCOM911 is able to develop a comparable alternative LTE site. In such case, Agency's obligations pursuant to section B of this Agreement shall survive until such comparable alternative LTE site is developed; provided, that during such time, ADCOM911 shall be responsible for paying all costs of maintenance and repair of the LTE Site that are necessary to ensure the adequate coverage or performance of the LTE Network. Upon ADCOM911's development of a comparable alternative LTE site, Agency shall allow ADCOM911 to access the LTE Site for the purpose of removing the LTE Equipment. In any event, notwithstanding anything in this paragraph to the contrary, ADCOM911 shall remove the LTE Equipment from the LTE Site not later than one year after termination of this Agreement for any reason.

4. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 30 days period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to bring an action for specific performance. .

5. Subject to Availability of Funds and Lease Rights. The Parties expressly recognize that each of their rights and demands arising under this Agreement are contingent upon ADCOM911's receipt of anticipated Grant funds and ADCOM911's lease rights to operate on the 700 MHz public safety broadband spectrum ("**Lease Rights**"). In the event that the Grant funds, Lease Rights, or any part thereof are suspended, terminated, or otherwise not available to ADCOM911, ADCOM911 may immediately terminate this Agreement with no obligation or liability to Agency.

6. Notice. Whenever under this Agreement one Party is required to give notice to the other Party, such notice shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows. If provided by certified/registered mail, the notice shall be deemed given three business days after being deposited in the United States mail.

ADCOM911:

Adams County Communication Center, Inc.
Attn: Executive Director
7321 Birch Street
Commerce City, Colorado 80022

Agency:

City of Brighton, Colorado
Attn: Chief of Police
3401 Bromley Lane
Brighton, Colorado 80601

With a copy to:

City of Brighton, Colorado
Attn: City Manager
500 South 4th Avenue
Brighton, Colorado 80601

7. Assignment. Agency may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without ADCOM911's prior written consent.

8. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and no Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (i) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a delegation of governmental powers by a Party.

9. Additional Terms. Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the District

Court in and for the County of Adams, State of Colorado. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not effect an amendment or modification to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**ADAMS COUNTY COMMUNICATION
CENTER, INC.**

William T. Malone, Executive Director

Date: _____

ATTEST:

_____, _____
Date: _____

CITY OF BRIGHTON

Mayor Richard N. McLean

Date: _____

ATTEST:

Natalie Hoel, City Clerk

Date: _____

Department of Streets & Fleet

Reference: ***Intergovernmental Agreement with Adams County for Road Construction***

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

[] Attorney Reviewed: _____ [] Regular Council Agenda Date: _____
[] Finance Reviewed: _____ [] Resolution / Ordinance # _____
[] Publication Dates: _____

Prepared By: Joe Smith, Director of Streets and Fleet

Date Prepared: July 10, 2013

PURPOSE

Consider an Intergovernmental Agreement (IGA) with Adams County regarding road construction on Tower Road between Southern Street and Bromley Lane.

BACKGROUND

A portion of Tower Road in unincorporated Adams County is adjacent to the City and will service traffic flow from the extension of Southern Street. Currently this roadway is gravel. The City is preparing to extend Southern Street from Telluride Street to 45th Avenue and construct Tower Road from Bridge Street to Southern Street.

The County is willing to pave Tower Road from Southern Street to Bromley Lane if the City completes the annexation of the roadway and provides a base for the asphalt and drainage structures.

The City will complete the design of Tower Road Improvements and the drainage structures. The City will prepare the final roadway sub-base and grading for the drainage structures for Tower Road. Adams County will construct the pavement on Tower Road with seven (7) inches of asphalt, grade gravel shoulders up to six feet wide, and construct the associated drainage structures. The City will use its best efforts to initiate the annexation of Tower Road between Southern Street and Bromley Lane, as improved, within six months of the completion of the project, but by no later than the end of calendar year 2015. The City will also use its best efforts to initiate the annexation of the south one-half right-of-way of Southern Street between Telluride Street and Tower Road, as improved, within six months of the completion of the project, but by no later than the end of calendar year 2015. Adams County will use its best efforts to deed the necessary drainage parcels serving the project to the City within six (6) months of the completion of the project, but by no later than the end of calendar year 2015. The City will use its best

efforts to initiate the annexation of the necessary drainage parcels serving the project within six (6) months of the completion of the project, but by no later than the end of calendar year 2015.

The work outlined in this IGA is a component of a larger City project that is planned to be completed with the construction of the remaining sections of Tower Road and Southern Street bounded by Telluride Street, 45th Avenue and Bridge Street.

FINANCIAL IMPACT

The cost of the asphalt and shoulders will be approximately \$250,000. The cost of the construction to get ready for the paving will be a part of the cost of the construction of Southern and Tower. The construction of Southern and Tower are currently budgeted at \$1,400,000.

OPTIONS FOR COUNCIL CONSIDERATION

1. Approve the IGA as presented.
2. Postpone and request further information.
3. Approve a modified resolution.

ATTACHMENTS

IGA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THAT CERTAIN "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE CITY OF BRIGHTON FOR THE DESIGN AND CONSTRUCTION OF ADAMS COUNTY IMPROVEMENTS TO TOWER ROAD IN EXCHANGE FOR BRIGHTON'S ANNEXATION OF TOWER ROAD INTO THE CITY OF BRIGHTON"; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR THE CITY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS MAY BE REASONABLY NECESSARY TO CARRY OUT THE AGREEMENT.

RESOLUTION NO. _____

WHEREAS, the City and County have agreed to collaborate to design and construct road and associated drainage improvements to Tower Road, between South Street and Bromley Lane, and to assume such duties and responsibilities for the completion of the project, and have memorialized the duties and responsibilities into an Intergovernmental Agreement; and

WHEREAS, after completion of the design and construction, the City will annex the subject portion of Tower Road and the southern one-half of Southern Street between Telluride and Tower Road, and the County will transfer by deed certain necessary and related drainage improvements; and

WHEREAS, the City's staff has determined that it is in the City's best interest to annex the specific roadways and drainage structures after the County completes the paving operation on Tower Road; and

WHEREAS, the City needs certain parcels to effectively handle stormwater from the newly constructed roadways owned by the County; and

WHEREAS, the City Council finds and determines that the terms and provisions of the attached IGA are fair and reasonable to the City, and that it is in the best interests of the City to enter into the Agreement with Adams County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, THAT:

1. The attached Intergovernmental Agreement is hereby approved, and the Mayor is authorized to execute the Agreement for and on behalf of the City; and the City Manager or his designee is authorized to take such actions and execute such additional documents as may be reasonably necessary to carry out the Agreement.

RESOLVED THIS _____ DAY OF _____, 2013.

CITY OF BRIGHTON, COLORADO

Richard N. McLean, Mayor

ATTEST:

APPROVED AS TO FORM:

Natalie Hoel, City Clerk

Margaret R. Brubaker, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE CITY OF BRIGHTON FOR THE DESIGN AND CONSTRUCTION OF ADAMS COUNTY IMPROVEMENTS TO TOWER ROAD IN EXCHANGE FOR BRIGHTON'S ANNEXATION OF TOWER ROAD INTO THE CITY OF BRIGHTON

THIS AGREEMENT is made this ____ day of _____, 2014, between the City of Brighton, a municipal corporation (hereinafter referred to as the "CITY") and the County of Adams, a political subdivision of the State of Colorado (hereinafter referred to as the "COUNTY").

RECITALS

WHEREAS, the CITY and the COUNTY (hereinafter referred to as the "PARTIES") recognize the importance of safe, efficient roadways, and functional drainage systems for their constituents; and

WHEREAS, the PARTIES recognize a need for and support the design and construction of road and associated drainage improvements to Tower Road, between Southern Street and Bromley Lane, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PARTIES desire to cooperate to design and construct the PROJECT "in-house", and each PARTY is prepared to provide respective staff time and resources as described herein; and

WHEREAS, the PARTIES desire to cooperate to continue to work together to find mutually beneficial maintenance and construction projects.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the CITY and the COUNTY hereby agree as follows:

I. DEFINITIONS

- A. HIGHWAYS shall mean the COUNTY'S Department of Transportation Highway Division to construct the PROJECT.
- B. CITY shall mean City of Brighton and COUNTY shall mean Adams County.
- C. PARTIES shall mean the City of Brighton and Adams County.
- D. PLANS shall mean the engineering design, technical specifications and other work necessary to construct the PROJECT.

- E. PROJECT shall mean the engineering survey and design, preparation of PLANS, and construction of the public roadway and drainage improvements to Tower Road between Southern Street and Bromley Lane, as depicted in **Exhibit A** attached hereto and incorporated herein by this reference.
- F. DRAINAGE STRUCTURES shall mean, generally, the ditches, swales, and storage with associated stormwater conveyances related to the PROJECT.
- G. POND shall mean the regional detention pond located on the Brighton Charter High School property.
- H. GOOD CONDITION shall be defined as any County road that has a condition rating of - seventy (70) or better based on the COUNTY's Transportation Asset Management System (TAMS). A road with a condition rating of seventy (70) or better does not require any preventative maintenance within five years.
- I. PUBLIC INFRASTRUCTURE shall mean all rights-of-way and DRAINAGE STRUCTURES.

II. UNDERSTANDING AND PURPOSE

- A. The PARTIES understand that the purpose in entering into this Agreement is for the COUNTY to provide infrastructure improvements in exchange for the CITY annexing the roadway and the PUBLIC INFRASTRUCTURE contained therein by 2015, as more specifically set forth in Section III below.
- B. The infrastructure improvements, known collectively as the PROJECT are defined as follows:
 - a. Tower Road shall be paved with two twelve-foot lanes and gravel shoulders within existing rights-of-way respectively between Southern Street and Bromley Lane. The construction shall be in accordance with CITY approved plans and specifications.
 - b. All associated DRAINAGE STRUCTURES along Tower Road that are necessary to connect to the CITY's drainage system and/or to the POND.
- C. The COUNTY and CITY will continue to negotiate in good faith regarding possible future agreements for the exchange of maintenance and construction responsibilities for areas that include Telluride Street and the internal roadways in Welch's Hilltop Acres and Mount View Park.

III. PARTIES' RESPONSIBILITIES

- A. The CITY will use its best effort to complete the design of Tower Road Improvements and the DRAINAGE STRUCTURES in 2015.

- B. The CITY will prepare the final roadway sub-base and grading for the DRAINAGE STRUCTURES for Tower Road in 2015.
- C. HIGHWAYS will construct the improvements to Tower Road with seven (7) inches of asphalt and grade up to six-foot gravel shoulders, and construct the associated DRAINAGE STRUCTURES in 2015.
- D. The CITY will use its best efforts to initiate the annexation of Tower Road between Southern Street and Bromley Lane, as improved, within six months of the completion of the PROJECT, but by no later than the end of calendar year 2015.
- E. The CITY will use its best efforts to initiate the annexation of the south one-half right-of-way of Southern Street between Telluride Street and Tower Road, as improved, within six months of the completion of the PROJECT, but by no later than the end of calendar year 2015.
- F. The COUNTY will use its best efforts to deed the necessary drainage parcels to the CITY within six months of the completion of the PROJECT, but by no later than the end of calendar year 2015. Potential necessary drainage parcels include, but are not limited to, Lot 1 and Lot 2 of Mount View Park Subdivision Second Filing as depicted in **Exhibit B**. The CITY will use its best efforts to initiate the annexation of the necessary drainage parcels within six months of the completion of the PROJECT, but by no later than the end of calendar year 2015.

IV. AUTHORITY

- A. The CITY and the COUNTY shall each approve this Intergovernmental Agreement by appropriate action of its respective governing body. Documentation of those actions shall be attached hereto and made a part hereof.

V. MISCELLANEOUS

- A. This Intergovernmental Agreement shall be effective upon execution by both PARTIES. No amendment shall take effect until the PARTIES have ratified and adopted such amendment.
- B. The waiver by any PARTY or breach of any term, covenant or condition of the Agreement shall not be deemed a waiver for such term, covenant or condition or any subsequent breach of the same or any other term covenant, or condition of this Intergovernmental Agreement.
- C. This Intergovernmental Agreement is solely for the benefit of the PARTIES hereto and no third-Party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.
- D. If any provision of this Intergovernmental Agreement or application thereof to any PARTY or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Intergovernmental Agreement which

can be given effect without the invalid provision or application, and to this end the provisions of this Intergovernmental Agreement are declared to be severable.

- E. This Intergovernmental Agreement shall not be assigned by either PARTY without the written consent of the other PARTY. The PARTIES agree to execute any additional documents or take any additional actions that are necessary to carry out this Intergovernmental Agreement.
- F. This Intergovernmental Agreement represents the entire agreement between the PARTIES and there are no oral or collateral agreements or understandings.
- G. Each PARTY represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the PARTY and to bind the PARTY to its terms.
- H. At all times during the performance of this Intergovernmental Agreement, the PARTIES shall strictly adhere to all applicable Federal and State laws, rules and regulations that have been or may hereafter be established.

VI. TERMS

- A. It is the intent of the PARTIES that the PROJECT construction be completed by the third quarter of 2015. Notwithstanding said deadline, this Intergovernmental Agreement shall remain in full force and effect until completion and final acceptance of the PROJECT.

VII. LEGISLATIVE ENABLEMENTS

A. This Intergovernmental Agreement is made pursuant to Article XIV, Section 18 (2)(a) and Article XX of the Colorado Constitution and Sections 29-10-201 *et seq.* and 30-11-101 *et seq.* of the Colorado Revised Statutes.

B. This Intergovernmental Agreement is not intended to create a separate governmental entity as that term is defined in Article I, Title 29 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Intergovernmental Agreement to be executed this ____ day of _____, 2014.

(Signatures on following page)

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY COLORADO

ATTEST:

By: _____
Charles "Chaz" Tedesco
Chairman of the Board

APPROVED AS TO LEGAL
FORM

By: _____
County Attorney's Office

CITY OF BRIGHTON COLORADO

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM

By: _____
Margaret R. Brubaker, City Attorney

EXHIBIT A

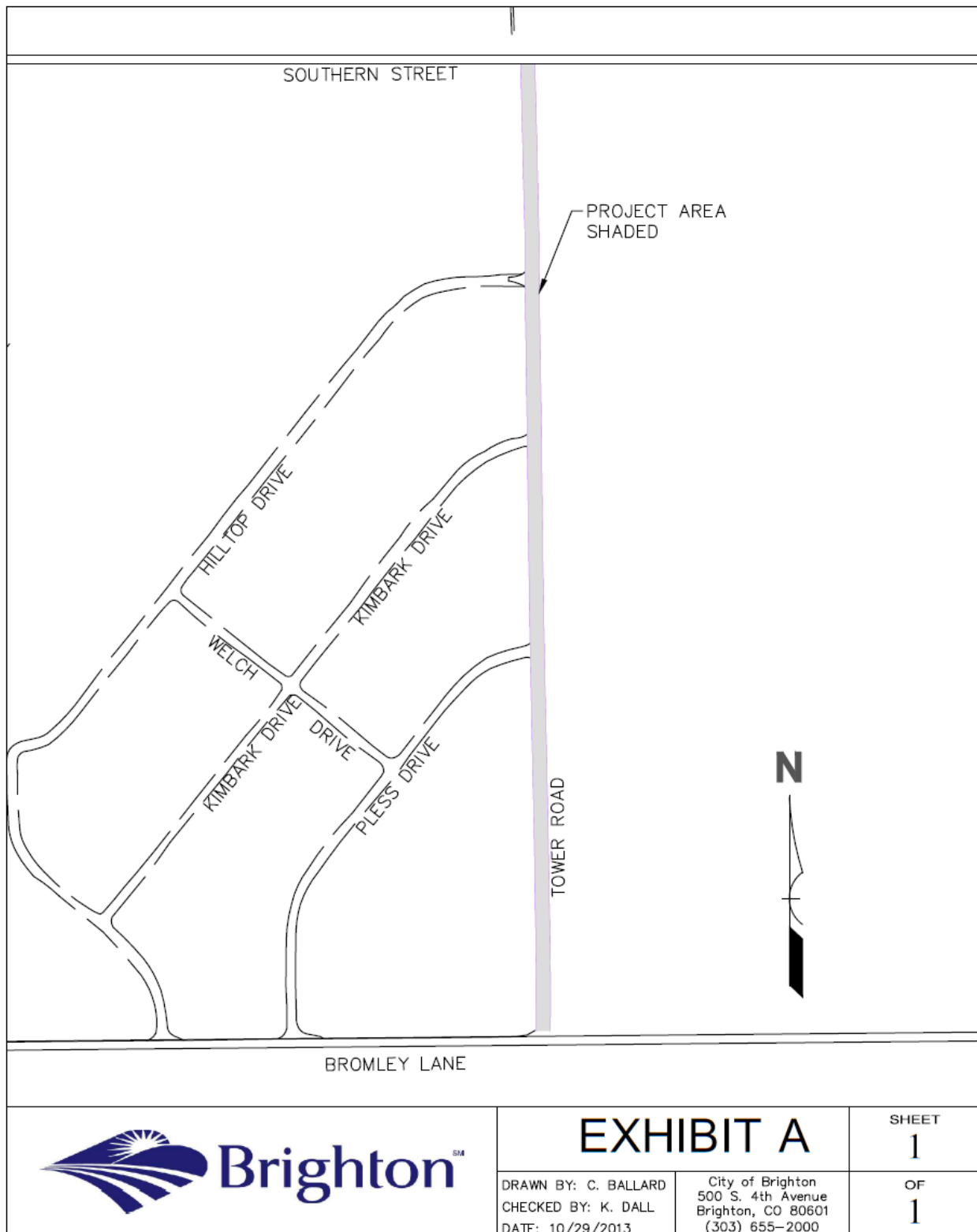
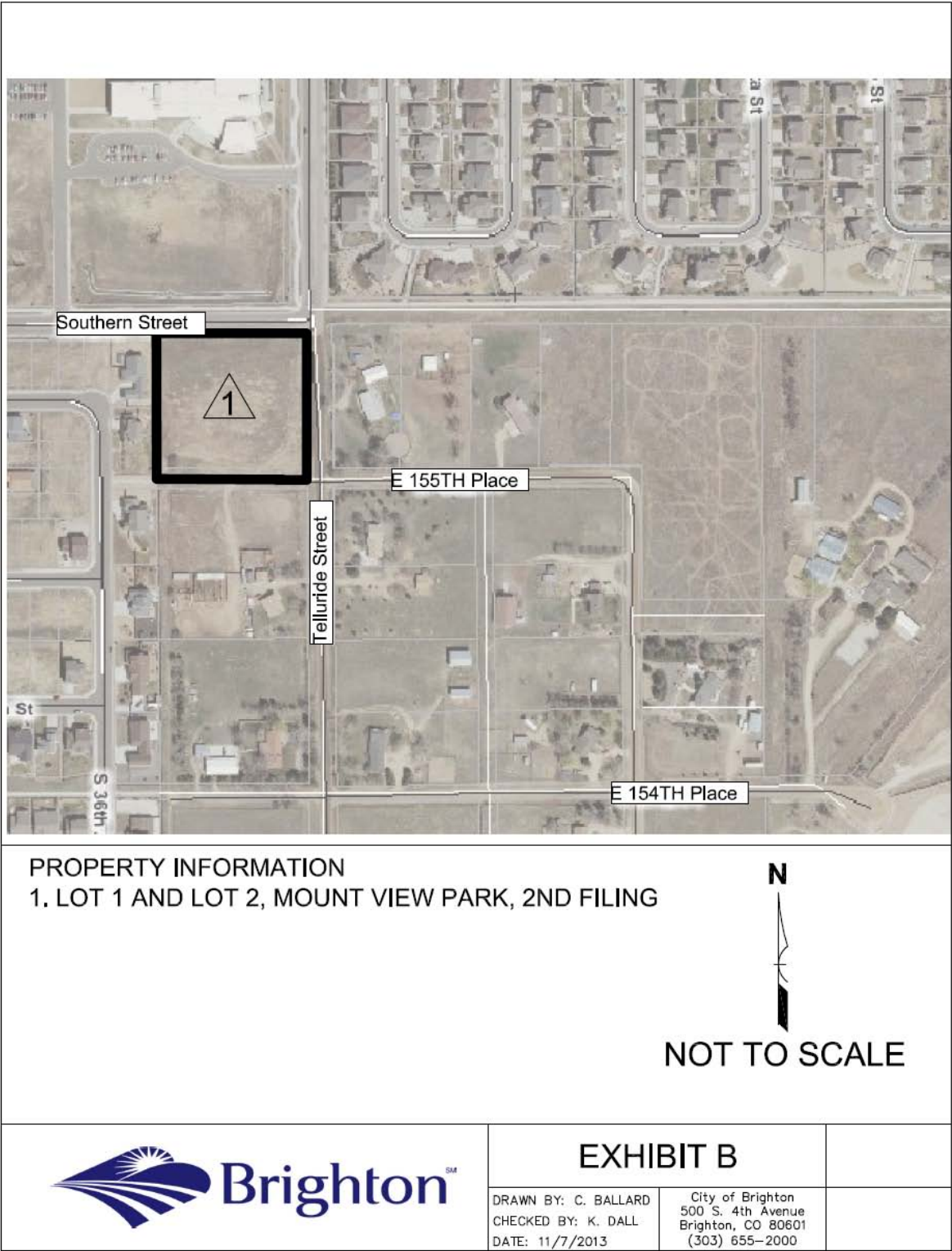


EXHIBIT B





Recommended City Council Policy Statement

The Brighton Mayor and City Council have to solve real local problems in practical ways. They have to build relationships with our Citizens, Regional, State and Federal Partners. Understand how to balance today's urgent needs while keeping an eye on the future and maintaining a strong financial organization. Leading effectively, our children and families thrive, local economies flourish, people are safer, infrastructure is efficiently planned and maintained, the environment is cleaner and healthier and preserved for future generations.



Recommended 2014 City Council Goals:

1. Proactively drive the City of Brighton policies, on behalf of our citizens, that have a direct or indirect impact on our city.
2. Promote creativity while providing strategic and valuable resources and services that address the needs and challenges facing Brighton.
3. Raise the profile of City Government as key leaders to improve the quality of life in Brighton.
4. Understand and expand the capacity of City Officials to serve as ethical, effective and engaged leaders.
5. Continue to transform our organizational structure and culture so that it is focused on the cities top priorities, fully aligned to its citizens needs, financially solid, accountable, transparent and insightful in looking to the future.